



MEMORANDUM OF UNDERSTANDING

BETWEEN

ADVANCED RESEARCH PROJECTS AGENCY – ENERGY

AND

STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION,
STATE OF CALIFORNIA

The State Energy Resources Conservation and Development Commission (“California Energy Commission” or “CEC”), a division of the California Natural Resources Agency, and the Advanced Research Projects Agency – Energy (“ARPA-E”), an agency within the United States Department of Energy, hereinafter referred to as “Parties,”

Understanding that the goals of ARPA-E are as follows:

- to enhance the economic and energy security of the United States through the development of energy technologies that result in reductions of imports of energy from foreign sources, reductions of energy-related emissions, and improvements in the energy efficiency of all economic sectors; and
- to ensure that the United States maintains a technological lead in developing and deploying advanced energy technologies;

Understanding that the California Energy Commission administers a wide range of public-interest energy research programs related to electricity, alternative fuels, energy efficiency and demand response, clean generation, smart grid technology enabling clean energy, natural gas research, and technology development and demonstration; that the California Energy Commission is engaged in these efforts with electric utilities, an Independent System Operator, and public and private organizations through its Public Interest Energy Research program and Alternative and Renewable Fuel and Vehicle Technology program; and that the California Energy Commission’s research in these fields and experience with California-based participants in its research programs provides unique opportunities for funding and deployment of cutting-edge energy technologies.

Understanding that ARPA-E’s and CEC’s missions are closely aligned in that each organization is pursuing research related to energy technologies that will reduce the cost of energy, enhance the reliability of electric power delivery, and mitigate environmental impacts of the production, delivery and use of energy for the benefit of the public, thereby enhancing U.S. economic and energy security;



Pursuant to mutual and complementary goals and aims, the Parties enter this Memorandum of Understanding ("Memorandum") as of June 4, 2013 ("Effective Date").

I. Purpose

The purpose of this Memorandum is as follows:

- (1) To enable collaboration between ARPA-E and CEC in order to identify research, development, demonstration and deployment opportunities which will serve societal needs related to energy, and to accelerate progress in innovation, research, development, demonstration, and deployment of energy technologies. Both organizations believe that enhanced collaboration through meetings, workshops, exchange of publicly available data and reports, and webcasts could be complementary to both organizations' interests.
- (2) To establish an umbrella framework that may lead to the negotiation of separate, project- and program-specific agreements between ARPA-E recipients, CEC, and/or CEC stakeholders for the deployment and testing of ARPA-E funded technologies at the sites and facilities of CEC and/or CEC stakeholders. In so doing, ARPA-E expressly does not endorse CEC, CEC stakeholders, or their sites and facilities, their testing methodologies, or funding/management processes, and, furthermore, will not communicate to CEC or CEC stakeholders non-public information resulting from ARPA-E-funded projects. Moreover, ARPA-E acknowledges that CEC is most interested in providing potential follow-on funding for technologies that are mature and have a high probability of market deployment.
- (3) To enable consultation and coordination between ARPA-E and CEC to: (a) improve current funding processes, including participation in relevant project and program development workshops, annual meetings, and investment plan processes; (b) address redundancy and duplication in state and federal funding efforts, provide greater cost-share opportunities to potential awardees, and maximize the public/ratepayer benefits associated with innovative energy technologies; and (c) present project outcomes to a broader audience as well as ensure that all parties are relying on the most current, complete and accurate information available. Although CEC's focus is in the state of California, collaboration with ARPA-E reflects the shared belief that economic and social impacts of collaboration between the agencies can extend far beyond California's geographic jurisdiction.

II. Public Information Coordination

It is understood that, in connection with this Memorandum, the Parties may desire to collaborate in publicizing the results of ARPA-E funded technologies that are deployed and tested at the sites and facilities of CEC and/or CEC stakeholders through publications, conference participation, and other means. The Parties agree that any proposed publications prepared by ARPA-E personnel, CEC personnel, and/or the personnel of CEC stakeholders relating to ARPA-E funded technologies deployed and tested at the sites and facilities of CEC



and/or CEC stakeholders will require advance review by the Parties and the participating ARPA-E recipient and their mutual approval. CEC expressly agrees for itself that any such publicity will not endorse CEC products, services, testing, or funding methodologies, nor those of CEC stakeholders.

III. Meeting And Other Events

ARPA-E and CEC, subject to scheduling and resources, intend to each host periodic meetings of ARPA-E and CEC personnel. These meetings will provide an opportunity for CEC and ARPA-E personnel to individually review progress and information relating to the deployment and testing of ARPA-E-funded technologies at the sites and facilities of CEC and/or CEC stakeholders and to relevant ARPA-E work. These in-person meetings may be augmented by conference calls, webinars, or other meetings as appropriate.

In addition, ARPA-E and CEC intend to collaborate more frequently and informally on a project and program-specific level. This will include participation in relevant project and program development workshops, annual meetings, and sharing of public technical or market information.

IV. Amendment And Termination

This Memorandum may be modified or amended by written agreement between both Parties, and such amendments shall become part of, and shall be attached to, this Memorandum. It may also be terminated by either Party upon ninety (90) days advance written notice.

This Memorandum shall terminate at the end of five (5) years unless revised or extended at that time by written agreement of the parties.

V. Nature of Memorandum

This Memorandum constitutes only a non-binding statement of the Parties' intentions and neither constitutes nor should be construed as evidence of any form of offer, acceptance or binding contract or the basis for agreement by estoppel or otherwise. This Memorandum does not create a legally enforceable agreement, any rights, duties, obligations or liabilities whatsoever and shall not represent any commitment with regard to funding on the part of either Party. This Memorandum is non-exclusive in nature. ARPA-E will enter into similar memoranda of understanding with other related entities in the United States, and this MOU does not place any restrictions upon CEC's ability to enter into MOUs with other entities.

This Memorandum does not constitute a financial assistance agreement, does not provide any basis for a determination of noncompetitive financial assistance, and does not require the expenditure of any funds to CEC. Similarly, this Memorandum does not require CEC to expend any funds to ARPA-E.

This Memorandum shall not be construed as creating a partnership, trust, or any agency relationship.



This Memorandum is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This Memorandum shall not be construed to provide a private right or cause of action for or by any person or entity.

CEC agrees that it will not claim or imply that ARPA-E endorses the sale and purchase of CEC's products and services, nor those of CEC stakeholders.

Neither Party may use the other Party's names, logos, trademarks, service marks, trade names, or refer to participation of an employee of the other Party by name or title, in any public release of information without the other Party's express consent.

This Memorandum in no way restricts either of the Parties from participating in any activity with other public or private entities or individuals.

CEC agrees that the activities it undertakes herein are not intended to provide services to the Federal Government and that it will not seek compensation from ARPA-E in connection with its participation hereunder. This MOU does not preclude CEC from entering into agreements for appropriate compensation with agencies of the Federal Government.

This Memorandum is neither a fiscal nor a funds obligation document. Nothing in this Memorandum authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

Each Party is responsible for the costs of its participation in all cooperative activities carried out in the framework of this Memorandum, unless specified otherwise in writing.

The conduct of cooperative activities under this Memorandum is subject to the availability of funds, technical resources, and personnel.

This Memorandum will become effective upon signature by the Deputy Director of ARPA-E and the Chair of CEC.

In no event shall either party be liable to the other party or its representatives for any special, indirect, punitive, exemplary, or consequential damages of any type, including lost profits, loss of business opportunity, or business interruptions, whether arising in contract, tort (including negligence, whether sole, joint or concurrent or strict liability) or otherwise, arising out of this memorandum.



VI. Implementation

CEC and ARPA-E will designate a point of contact at each agency that will serve as the primary liaisons and facilitators of ongoing coordination efforts. These liaisons will work with appropriate staff and policy-makers to identify projects with similar objectives, communicate opportunities for cross-participation, designate representatives to share relevant and public project information and organize as-needed meetings to further enhance the collaboration of both agencies.

VII. Signatures and Authorities

ARPA-E enters into this Memorandum of Understanding pursuant to Section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended, codified at 42 U.S.C. § 7256).

CEC enters into this Memorandum of Understanding pursuant to Section 25219 of the California Public Resources Code.

In witness whereof, the Parties have hereto subscribed their names as of the Effective Date.

STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

By: Dr. Robert B. Weisenmiller

Name: Dr. Robert B. Weisenmiller

Title: Chair, CEC

ADVANCED RESEARCH PROJECTS AGENCY – ENERGY

By: Cheryl A. Martin

Name: Dr. Cheryl Martin

Title: Deputy Director, ARPA-E